



KNOLL LEIBEL ^{LLP}
ATTORNEYS AT LAW

March 28, 2024

VIA U.S. & E-MAIL ONLY: ndpsc@nd.gov

Steve Kahl
Executive Secretary
North Dakota Public Service Commission
State Capitol
600 E Boulevard Ave, Dept 408
Bismarck, ND 58505-0480

RE: In the Matter of the Application of SCS Carbon Transport LLC for
Certificate of Corridor Compatibility and Route Permit for the Midwest
Carbon Express
Case No.: PU-22-391

Dear Mr. Kahl:

Enclosed for filing please find the following documents:

1. Intervenor's Interrogatories to SCS Carbon Transport, LLC (Set 2); and
2. Declaration of Service.

These Interrogatories to SCS Carbon Transport, LLC are being filed with the North Dakota Public Service Commission (hereinafter "NDPSC") on behalf of the Intervenor represented by Knoll Leibel LLP. Intervenor has a direct and substantial interest in these proceedings, as well as legal property rights which may be substantially affected by NDPSC's findings and conclusions.

Sincerely,

KNOLL LEIBEL LLP

Steven J. Leibel

steve@bismarck-attorneys.com

SJL: rmo
Enclosures

Steven J. Leibel, Partner

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480 PU-22-391 Filed 03/28/2024 Pages: 15

Intervenor's Interrogatories to SCS Carbon Transport, LLC (Set 2)
Knoll Leibel, LLP, on behalf and at the request of Intervenor
Steven Leibel, Attorney

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

IN THE MATTER OF THE APPLICATION
OF SCS CARBON TRANSPORT LLC FOR
A CERTIFICATE OF CORRIDOR
COMPATIBILITY AND ROUTE PERMIT
FOR THE MIDWEST CARBON EXPRESS
PROJECT IN BURLEIGH, CASS, DICKEY,
EMMONS, LOGAN, MCINTOSH,
MORTON, OLIVER, RICHLAND AND
SARGENT COUNTIES, NORTH DAKOTA

Case No. PU-22-391

**INTERVENORS'
INTERROGATORIES TO SCS
CARBON TRANSPORT LLC
(SET 2)**

**TO: SCS CARBON TRANSPORT, LLC, BY AND THROUGH ITS ATTORNEY
OF RECORD, LAWRENCE BENDER, FREDRIKSON & BYRON, P.A., 1133
COLLEGE DR., SUITE 1000, BISMARCK, ND 58501:**

YOU WILL PLEASE TAKE NOTICE that Intervenor¹ represented by the undersigned counsel, requests answers to the within Interrogatory under oath within ten (10) days after service of this document, pursuant to the provisions of N.D.A.C. § 69-02-05-12 and North Dakota Century Code title 49, including information and knowledge possessed or obtainable by you, your attorneys, agents, employees and all others in privity with you. These interrogatories are deemed to be continuing in nature and, if information is discovered or becomes known to you, or to anyone acting on your behalf, after answering the same and before any final hearing, which would change or add to the answers previously given, you are hereby requested and directed to furnish such information to the undersigned, giving timely notice thereof.

¹ ¹ See Orders Granting Petition to Intervene (Docs. 82, 83, 159, 168, and 204).

INTERROGATORY NO. 1: Please identify all measures taken to address the concerns of Intervenor Roze Dotzenrod and Benjamin Dotzenrod, who both testified at the April 11, 2023 hearing. By “identify,” Intervenor are asking that SCS Carbon Transport, LLC (hereinafter, “Summit”) identify all studies, reports, analysis, reroutes (both proposed and agreed), negotiations, discussions, or other measures initiated or considered by Summit with respect to Rose Dotzenrod’s property as reflected on Ex. A.

ANSWER:

INTERROGATORY NO. 2: Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the adjacent real property located in the NE1/4 of Section 26 in Township 135, Range 51 West, Richland County, North Dakota in which Rose Dotzenrod’s entered into an easement agreement with the owners Verne Ulven and Rebecca Ulven for the purpose of placing, constructing, operating, repairing, maintain, and replacing title lines and outlet pipes for the benefit of Rose’s property? See attached Exhibit B – Easement Agreement

ANSWER:

INTERROGATORY NO. 3: Please identify all measures taken to address the concerns of Intervenor Randall Waloch, who testified at the March 28, 2023 hearing. By “identify,” Intervenor are asking that SCS Carbon Transport, LLC (hereinafter, “Summit”) identify all studies, reports, analysis, reroutes (both proposed and agreed), negotiations, discussions, or other measures initiated or considered by Summit with respect to Karla Waloch and Randall Waloch’s property as reflected on Ex. A.

ANSWER:

INTERROGATORY NO. 4: Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the real property owned by Randall Waloch and Karla Waloch as reflected on Ex. A.

ANSWER:

INTERROGATORY NO. 5: Please identify all measures taken to address the concerns of Intervenor Lugert Land Limited Partnership (Marvin Lugert and

Jeanne Lugert), as stated by Marvin Lugert, who testified at the April 11, 2023 hearing. By “identify,” Intervenors are asking that SCS Carbon Transport, LLC (hereinafter, “Summit”) identify all studies, reports, analysis, reroutes (both proposed and agreed), negotiations, discussions, or other measures initiated or considered by Summit with respect to Lugert Land Limited Partnership property as reflected on Ex. A.

ANSWER:

INTERROGATORY NO. 6: Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the real property owned by Lugert Land Limited Partnership as reflected on Ex. A.

ANSWER:

INTERROGATORY NO. 7: Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the real property owned by Carol Lee Curruth as reflected on Ex. A.

ANSWER:

INTERROGATORY NO. 8: Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot to reroute its pipeline around the real property owned by Kertzman Farm Trust (Mitch Kertzman and Julia Stramer) as reflected on Ex. A.

ANSWER:

Dated this 28th day of March, 2024.

/s/ Steven J. Leibel
David Knoll (ID 06167)
Steven Leibel (ID 07361)
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Attorneys for Intervenors

EXHIBIT A
TO INTERVENORS' INTERROGATORIES TO
SCS CARBON TRANSPORT, LLC (SET 2)

Rose Dotzenrod

Township 135 North, Range 51 West
Section 26: NW1/4
Richland County, North Dakota

Karla Waloch and Randall Waloch

Township 131 North, Range 56 West
Section: 14 NE/4
Sargent, County, North Dakota

Lugert Land Limited Partnership (Marvin Lugert and Jeanne Lugert)

Township 131 North, Range 51 West
Section 3: That part of the NW/4 lying and situated between 53 and 1/3 rods from the West line of said quarter and 53 and 1/3 rods from the East line of said quarter, containing 53 and 1/3 acres, more or less
Section 5: W/2NW/4
Richland County, North Dakota

Carol Lee Curruth

Township 129 North, Range 63 West
Section 26
Dickey County, North Dakota

Kertzman Farm Trust (Mitchell Kertzman and Julia Streamer)

East Half of the East Half (E1/2E1/2) of Section Twenty-six (26), Township One Hundred Thirty-five (135), Range Seventy-six (76), Emmons County, North Dakota, less a tract of land 275 feet by 200 feet lying and being in the NE1/4 of Section 26, Township 135, Range 76, Emmons County, North Dakota, more fully described as follows: Commencing at a point that is 760 feet due south (along the east side) of the northeast corner of the NE1/4 of Section 26, Township 135, Range 76; thence 200 feet west at a right angle from said point; thence 275 feet south at a right angle from said point; thence 200 feet east at a right angle from said point; thence 275 feet north at a right angle from said point to the point of beginning.
Emmons County, North Dakota

RSOE DOTZENROD

EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 11 day of September, 2014, by and between Verne Ulven and Rebecca Ulven, husband and wife, of 16567 64th St. SE, Walcott, ND 58077, (hereafter referred to as "Grantor"), and Rose Dotzenrod, of 7390 Highway 18, Wyndmere, ND 58081 (hereafter referred to as "Grantee").

RECITALS

1. Grantor is the fee owner of the following described real property situated in Richland County, North Dakota (the "Grantor's Property"):

The North Half of the Northeast Quarter (N1/2NE1/4) of Section Twenty-six (26) in Township One Hundred Thirty-five (135), Range Fifty-one (51) West of the Fifth Principal Meridian, Richland County, North Dakota; EXCEPTING THEREFROM the north 33 feet thereof, and FURTHER EXCEPTING the east 100 feet thereof.

2. Grantee is the fee owner of the following described real property situated in Richland County, North Dakota (the "Grantee's Property"):

The Northwest Quarter (NW1/4) of Section Twenty-six (26) in Township One Hundred Thirty-five (135), Range Fifty-one (51) West of the Fifth Principal Meridian, Richland County, North Dakota.

3. As part of a tiling system located on the Grantee's Property, tiling lines are required so that water can flow from the Grantee's Property across the Grantor's property to a mainline pipe and outlets located on the north side of Grantor's Property, at a public ditch. Grantee desires to obtain from Grantor certain easement rights over and across Grantor's Property for purposes of placing, constructing, operating, repairing, maintaining and replacing the said tile lines and outlet pipes.
4. Grantor is willing to grant and convey certain easement rights to Grantee for the purposes contemplated in the preceding paragraph, on the terms and conditions set forth hereafter.

Exhibit B
to Intervenors' Interrogatories (Set 2)

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NOW THEREFORE, in consideration of the Grantee constructing the tiling project and outlet pipes on Grantor's Property which Grantor acknowledges will also serve the Grantor's Property, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby conveys and grants to Grantee a permanent easement over and across Grantor's Property, in such locations as are shown on the attached Exhibit 1 for purposes of placing, constructing, operating, repairing, maintaining and replacing tile lines and outlet pipes benefitting Grantee's Property.
2. Effective Date/Duration: The easement granted herein shall become effective upon the date of execution of this Agreement by the parties and shall continue for a period of 99 years. The easement may be terminated only upon the mutual written agreement of the parties hereto or their successors and assigns in interest.
3. Costs and Expenses. All costs and expenses relating to the placement, construction, operation, repair, maintenance, and replacement of the tiling system and outlet pipe shall be paid by the Grantee.
4. Restriction on Use of the Easement Area. Grantor shall not construct or locate any permanent improvement within the Easement Area at any time which will interfere with the maintenance or repair of the tiling system or outlet pipes by the Grantee.
5. Representations and Warranties by Grantor. Grantor covenants and warrants unto Grantee that:
 - A. Grantor is the owner of Grantor's Property; and
 - B. Grantor has the right to convey the easement set forth herein.
6. Representations and Warranties by Grantee. Grantee covenants and warrants unto Grantor that:
 - A. Grantee shall promptly pay all costs associated with the construction, maintenance and repair of the tiling system and outlet pipe to prevent the filing of any mechanics liens against Grantor's Property as a result of such work.
 - B. Upon completion of any maintenance of the tiling system and outlet pipe through the term of this Permanent Easement, Grantee shall take all necessary steps to maintain the Grantor's Property in the condition it was in prior to any maintenance or repairs made

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thereon.

- C. All work shall be completed in accordance with plans and specifications approved by the appropriate offices and in conformance with all applicable state, and local laws, rules and regulations.
 - D. All piping in the easement area will be placed at an adequate depth so as not to interfere with Grantor's farming activities. Grantor shall not be held liable for any damages that may occur to the pipe due to farming of the easement area.
 - E. Grantee or his successors in interest shall reimburse Grantor, or his successor(s) in interest for any and all crop damage that may result from Grantee's maintenance or repair of the tiling system and outlet pipe.
7. Easement to Run With the Land. The easement granted herein shall run with and bind the Grantor's Property for the benefit of the Grantee's Property.
8. Insurance and Hold Harmless. Grantor and Grantee shall each maintain liability insurance with respect to the Easement area, as their interests appear, as deemed appropriate by their respective insurers. Further that the Grantee shall hold Grantor harmless, as a continuing obligation under which successive recoveries may be had, jointly or severally, from and against all loss, costs and damages including court costs and attorney's fees, to which it may be subject to or liable for in respect to the use of the Grantor's Property by the Grantee.
9. Enforceability. Enforcement of this Agreement may be by any proceeding at law or in equity against any person or persons attempting to violate the same, whether to restrain violation thereof, or to complete compliance therewith, or to recover damages, including reasonable attorneys' fees and costs of any such action. In the event that any part of this Agreement shall be determined to be unenforceable for any reason, such determination shall not affect or render unenforceable any other provision of this Agreement.
10. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of North Dakota.

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IT WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

Verne Ulven
Verne Ulven

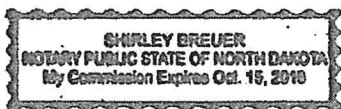
Rebecca Ulven
Rebecca Ulven

GRANTEE:

Rose Dotzenrod
Rose Dotzenrod

STATE OF NORTH DAKOTA)
)SS
COUNTY OF RICHLAND)

On this 11 day of September, 2014, before me personally appeared Verne Ulven and Rebecca Ulven, husband and wife, known to me to be the persons who are described in and who executed the within and foregoing document, and acknowledged to me that they executed the same.

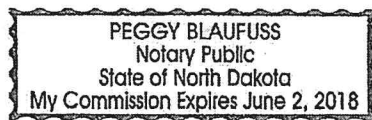


Shirley Breuer
Notary Public
My Commission Expires: October 15, 2016

RSOE DOTZENROD

STATE OF NORTH DAKOTA)
)SS
COUNTY OF RICHLAND)

On this 21st day of August, 2014, before me personally appeared Rose Dotzenrod, known to me to be the person who is described in and who executed the within and foregoing document, and acknowledged to me that she executed the same.



Peggy Blaufuss
Notary Public
My Commission Expires:

R:\files\Gen\Dotzenrod, Rose and Dan\Title easement\lease mentLwpd
8/14/14



Document Number: 374287

RECORDER'S OFFICE, RICHLAND COUNTY, ND 1/25/2022 2:10 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JACKIE BABBITT, COUNTY RECORDER

by Jackie Babbitt

Document #374287

Page: 6 of 6
1/25/2022 2:10 PM
\$20.00

RSOE DOTZENROD

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

IN THE MATTER OF THE APPLICATION
OF SCS CARBON TRANSPORT LLC FOR
A CERTIFICATE OF CORRIDOR
COMPATIBILITY AND ROUTE PERMIT
FOR THE MIDWEST CARBON EXPRESS
PROJECT IN BURLEIGH, CASS, DICKEY,
EMMONS, LOGAN, MCINTOSH,
MORTON, OLIVER, RICHLAND AND
SARGENT COUNTIES, NORTH DAKOTA

Case No. PU-22-391

DECLARATION OF SERVICE

[1] Rosanne Ogden declares that I am of legal age and not a party to this action, and that I served the following document(s):

- 1. Intervenor's Interrogatories to SCS Carbon Transport, LLC (Set 2); and**
- 2. Declaration of Service.**

[2] On March 28, 2024, by sending a true and correct copy thereof by electronic means only to the following email addresses, to wit:

John Maurice Schuh Bar ID 08138
Special Assistant Attorney General
North Dakota Public Service Commission
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Hope Lisa Hogan Bar ID 05982
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Office Of Administrative Hearings
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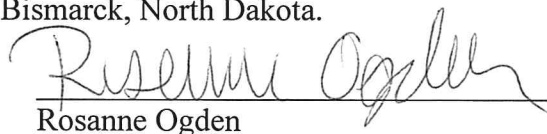
[3] and by sending the originals and seven (7) copies of said documents via U.S. Mail, at Bismarck, North Dakota with postage prepaid, to the following:

Steve Kahl
Executive Secretary
North Dakota Public Service Commission
State Capitol
600 E Boulevard Ave, Dept 408
Bismarck, ND 58505-0480

[4] The addresses of each party served are the last reasonably ascertainable e-mail address and post office address of such party.

[5] I declare, under penalty of perjury under the law of North Dakota, that the foregoing is true and correct.

Signed on the 28th day of March, 2024 at Bismarck, North Dakota.


Rosanne Ogden